

United States Bankruptcy Court

District Of Puerto Rico

In re Meléndez, William Eric,

Case No. 08-06925-GAC13

Chapter 13

Debtor's Schedules

United States Bankruptcy Court

District of Puerto Rico

In re Meléndez, William Eric,
DebtorCase No. 08-06925-GAC13Chapter 13

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	\$ 0.00		
B - Personal Property	Yes	3	\$ 43,205.69		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		\$ 0.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	3		\$ 16,000.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	1		\$ 0.00	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			\$ 0.00
J - Current Expenditures of Individual Debtors(s)	Yes	1			\$ 0.00
TOTAL		14	\$ 43,205.69	\$ 16,000.00	

United States Bankruptcy Court

District of Puerto Rico

In re Meléndez, William Eric,
DebtorCase No. 08-06925-GAC13

Chapter _____

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	\$ 16,000.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	\$ 0.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	\$ 0.00
Student Loan Obligations (from Schedule F)	\$ 0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	\$ 0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	\$ 0.00
TOTAL	\$ 16,000.00

State the following:

Average Income (from Schedule I, Line 16)	\$ 0.00
Average Expenses (from Schedule J, Line 18)	\$ 0.00
Current Monthly Income (from Form 22A Line 12; OR , Form 22B Line 11; OR , Form 22C Line 20)	\$ 0.00

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		\$
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column.	\$	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		\$
4. Total from Schedule F		\$
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		\$

In re Meléndez, William Eric
DebtorCase No. 08-06925-GAC13
(If known)**SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM

Total ►

(Report also on Summary of Schedules.)

In re Meléndez, William Eric
DebtorCase No. 08-06925-GAC13
(If known)**SCHEDULE B - PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule C - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property."
If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTORS INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.		In debtor possession.		19.00
2. Checking, savings or other financial accounts, certificates of deposit or shares in banks, savings and loan, thrift, building and loan, and home-stead associations, or credit unions, brokerage houses, or cooperatives.		RG Premier Bank Account Num. 1911036042		-13.31
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Sony Vaio PCG-GRT100 Laptop Computer 2003 (scrap value) In debtor possession.		300.00
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.		Text books - In debtor possession.		200.00
6. Wearing apparel.		Clothing - In debtor possession.		300.00
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			

In re Meléndez, William Eric
Debtor

Case No. _

08-06925-GAC13
(If known)**SCHEDULE B - PERSONAL PROPERTY**
(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTORS INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X	Sole shareholder and promoter of inactive corp		10,000.00
13. Stock and interests in incorporated and unincorporated businesses. Itemize.				
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and non-negotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X	Overpayment of Child Support from 8/1997 to 1/2002. Counterclaim of debtor against Mei-Ling Báez Godínez.		32,400.00
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.				

In re Meléndez, William Eric Case No.
Debtor08-06925-GAC13
(If known)**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTORS INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			
<u>0</u> continuation sheets attached Total▶ (Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)				\$ 43,205.69

In re Meléndez, William Eric
Debtor

Case No. _

08-06925-GAC13
(If known)**SCHEDULE C - ROERTY CLAIMED AS EXEMPT**Debtor claims the exemptions to which debtor is entitled under:
(Check one box)

- ☒ 11 U.S.C. § 522(b)(2)
☐ 11 U.S.C. § 522(b)(3)

☐ Check if debtor claims a homestead exemption that exceeds
 \$136,875.

DESCRIPTION OF ROERTY	SECIFY LAW RODIN EACH EXEMPTION	XLUE OF CLAIMED EXEMPTION	CURRENT XLUE OF ROERTY WHOUT DEDUCTING EXEMPTION
Cash on hand.	11 U.S.C. § 522(d)(3)	19.00	19.00
Computer Equipment.	11 U.S.C. § 522(d)(3)	300.00	300.00
Books.	11 U.S.C. § 522(d)(3)	200.00	200.00
Wearing apparel.	11 U.S.C. § 522(d)(3)	300.00	300.00
Interests in incorporated business.	11 U.S.C. § 522(d)(5)	10,000.00	10,000.00

In re Meléndez, William Eric,**Debtor**Case No. 08-06925-GAC13

(If known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H – Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."


If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.



Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITORS NAME AND MAILING ADDRESS INCLUDING CODE AND AN ACCOUNT NUMBER (See Instructions Above.)	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO.								
			VALUE \$					
ACCOUNT NO.								
			VALUE \$					
ACCOUNT NO.								
			VALUE \$					
Subtotal ► (Total of this page)							\$	\$
Total ► (Use only on last page)							\$	\$

 continuation sheets attached

(Report also on Summary of Schedules.)

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

In re Meléndez, William Eric,
Debtor

Case No. 08-06925-GAC13
(if known)

SCHEDULE E -CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets.)

☒ **Domestic Support Obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$10,950* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

In re Meléndez, William Eric ,
Debtor

Case No. 08-06925-GAC13
(if known)

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,400* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,425* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☐ **Taxes and Certain Other Debts Owed to Governmental Units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to Maintain the Capital of an Insured Depository Institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

☐ **Claims for Death or Personal Injury While Debtor Was Intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

 0 continuation sheets attached

In re, Meléndez, William Eric
Debtor

08-06925-GAC13

(if known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

Domestic Support Obligations

Type of Priority for Claims Listed on This Sheet

CREDITORS NAME, MAILING ADDRESS INCLUDING CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINUED	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY	
Account No. 493742			1/2008 - 10/2008							
ASUME Departamento De La Familia PO Box 70376 San Juan, PR 00936-8376						x	16,000.00	16,000.00	0.00	
Account No. "			"							
ASUME PO Box 11218 Fernández Juncos Station Santurce PR 00910										
Account No. "			"							
Mei-Ling Báez Godínez Urbanización Laderas de San Juan 86 Calle Ortegón										
Account No.										
Sheet no. _____ of _____ continuation sheets attached to Schedule of Creditors Holding Priority Claims							Subtotals▶ (Totals of this page)	\$ 16,000.00	\$ 16,000.00	0.00
Total▶ (Use only on last page of the completed Schedule E. Report also on the Summary of Schedules.)							Total▶	\$ 16,000.00		
Totals▶ (Use only on last page of the completed Schedule E. If applicable, report also on the Statistical Summary of Certain Liabilities and Related Data.)							Totals▶	\$ 16,000.00	\$ 0.00	

In re Meléndez, William Eric Case No.
Debtor08-06925-GAC13
(if known)**SCHEDULE F -CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data..

☒ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							
Subtotal▶							\$
Total▶							\$

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)

 0 continuation sheets attached

In re Meléndez, William Eric ,
Debtor

Case No. 08-06925-GAC13
 (if known)

SCHEDULE ~~C~~ EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☒ Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING CODE, OF OTHER PARTIES TO LEASE OR CONTRACT .	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTORS INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.

In re Meléndez, William Eric,
DebtorCase No. 08-06925-GAC13
(if known)**SCHEDULE H - CODEBTORS**

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by the debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight-year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☒ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR

In re Meléndez, William Eric,
Debtor

Case No. 08-06925-GAC13
(if known)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status: Married.	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S): None.	AGE(S): N/A
Employment:	DEBTOR	SPOUSE
Occupation Student.	See prenuptial agreement, following this schedule.	
Name of Employer N/A		
How long employed N/A		
Address of Employer		

INCOME: (Estimate of average or projected monthly income at time case filed)

	DEBTOR	SPOUSE
1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)	\$ <u>0.00</u>	\$ _____
2. Estimate monthly overtime	\$ <u>0.00</u>	\$ _____
3. SUBTOTAL	\$ <u>0.00</u>	\$ _____
4. LESS PAYROLL DEDUCTIONS		
a. Payroll taxes and social security	\$ <u>0.00</u>	\$ _____
b. Insurance	\$ <u>0.00</u>	\$ _____
c. Union dues	\$ <u>0.00</u>	\$ _____
d. Other (Specify): _____	\$ <u>0.00</u>	\$ _____
5. SUBTOTAL OF PAYROLL DEDUCTIONS	\$ <u>0.00</u>	\$ _____
6. TOTAL NET MONTHLY TAKE HOME PAY	\$ <u>0.00</u>	\$ _____
7. Regular income from operation of business or profession or farm (Attach detailed statement)	\$ <u>0.00</u>	\$ _____
8. Income from real property	\$ <u>0.00</u>	\$ _____
9. Interest and dividends	\$ <u>0.00</u>	\$ _____
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above	\$ <u>0.00</u>	\$ _____
11. Social security or government assistance (Specify): _____	\$ <u>0.00</u>	\$ _____
12. Pension or retirement income	\$ <u>0.00</u>	\$ _____
13. Other monthly income (Specify): _____	\$ <u>0.00</u>	\$ _____
14. SUBTOTAL OF LINES 7 THROUGH 13	\$ <u>0.00</u>	\$ _____
15. AVERAGE MONTHLY INCOME (Add amounts on lines 6 and 14)	\$ <u>0.00</u>	\$ _____
16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)	\$ <u>0.00</u>	

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:
Debtor passed New York State Bar exam of July, 2008. Swearing in ceremony anticipated to be on or around January 29th, 2008.

CERTIFICO: Que en la misma fecha y lugar de su otorgamiento, expedí Primera y Segunda Copia Certificada del presente Instrumento Público a favor de Ninoshka González González y William Eric Meléndez Menéndez, respectivamente. DOY FE.-----


Edylin Bayó De La Garza
Notaria Público





-----**ESCRITURA NÚMERO CINCO (5)**-----

-----**CAPITULACIONES MATRIMONIALES**-----

-----En la ciudad de San Juan, Puerto Rico, a los seis (6) días del mes de noviembre del año dos mil siete (2007).-----

-----**ANTE MÍ**-----

-----**EDYLIN BAYÓ DE LA GARZA**, Abogada y Notaria Público en y para la jurisdicción del Estado Libre Asociado de Puerto Rico, con residencia y vecindad en la ciudad de Bayamón, Puerto Rico, y estudio abierto en la ciudad de San Juan, Puerto Rico.-----

-----**COMPARECEN**-----

-----**DE UNA PRIMERA PARTE: NINOSHKA GONZÁLEZ GONZÁLEZ**, mayor de edad, soltera, asistente de cumplimiento de sistemas de información y vecina de Carolina, Puerto Rico (en adelante, denominada como la **Primera Parte** o la **Compareciente**).-----

-----**DE OTRA PARTE: WILLIAM ERIC MELÉNDEZ MENÉNDEZ**, mayor de edad, soltero, Contador Público Autorizado y vecino de Carolina, Puerto Rico (en adelante, denominada como la **Segunda Parte** o el **Compareciente**).-----

MY
MEM



DOY FE

---De conocer personalmente tanto a la **Primera Parte** como a la **Segunda Parte**. Por sus dichos, DOY FE de sus correspondientes circunstancias personales. Me aseguran tener las Partes, y a mi juicio tienen, la capacidad legal necesaria para este otorgamiento, por lo que libre y voluntariamente: -----

EXPONEN

---UNO: Que es la intención de los Comparecientes contraer matrimonio entre sí en fecha posterior al otorgamiento del presente Instrumento Público y que, con anterioridad a dicha ceremonia formal, desean otorgar sus Capitulaciones Matrimoniales, estipulando las condiciones que habrán de regir su matrimonio en relación con todos los bienes presentes y futuros, particularmente en cuanto a la responsabilidad económica y paternal del señor Meléndez Menéndez para con su hija.-----

---DOS: La Compareciente de la **Primera Parte** no tiene hijo alguno de su relación matrimonial previa, la cual fue disuelta conforme lo dispuesto en la Sentencia del Caso Civil Número "KDI-00-0729", sobre Divorcio, dictada por el Tribunal de Primera Instancia, Sala Superior de San Juan, el día siete (7) de abril de dos mil (2000), ni de relación consensual previa alguna, ni tampoco ha encaminado o formalizado gestiones de adopción de uno.-----

---TRES: El Compareciente de la **Segunda Parte** es padre de una hija de nombre María Judith Meléndez Báez nacida el día trece (13) del mes de octubre del año mil novecientos noventa (1990) en San Juan, Puerto Rico. La menor de edad fue producto de una relación matrimonial previa y disuelta con la señora Mei-Ling Báez

Godínez.-----

—Así se puede constatar en el Certificado de Nacimiento identificado con los números "D3379786" y "152-1990-01397-047559-001625-04561805" expedido el día uno (1) de noviembre de dos mil siete (2007), por el Registro Demográfico del Estado Libre Asociado de Puerto Rico. Yo, la Notaria que suscribe, Doy Fe de haber verificado y examinado el contenido del Certificado de Nacimiento previo al otorgamiento del presente Instrumento Público.-----

---CUATRO: Como parte de la disolución del referido vínculo matrimonial de la **Segunda Parte**, y conforme lo dispuesto en la Sentencia del Caso Civil Número "DDI-92-3701", sobre Divorcio, dictada por el Tribunal de Primera Instancia, Sala Superior de Bayamón, el día seis (6) de junio de mil novecientos noventa y cuatro (1994), la **Segunda Parte** reconoce que hace mensualmente un pago por concepto de pensión alimentaria, el cual efectúa directamente a la progenitora de la menor, Mei-Ling Báez Godínez, mediante depósito en una cuenta bancaria de la misma. A la fecha de otorgamiento de estas capitulaciones, la **Segunda Parte** inició durante el mes de octubre de 2007, las gestiones ante la Administración para el Sustento de Menores, para que dicho pago de pensión alimentaria sea efectuado a través de tal agencia, lo cual se encuentra pendiente.-----

---A tono con lo anterior, la **Segunda Parte** reconoce, reitera y reafirma que los gastos que le corresponden del sustento, alimento, cuidado, educación, entre otros, relacionados con su hija menor de edad, serán responsabilidad exclusiva y única de él.-----

---CINCO: Reiterando el deseo de la **Primera Parte** y de la

NUH
WEM



7/14/14
W6



Segunda Parte de contraer matrimonio, en uso de los derechos que le concede el Código Civil de Puerto Rico, según enmendado, y manifestando de manera libre y voluntaria a la infrascrita Notaria su deseo de mantener separadamente la propiedad y administración de todos sus respectivos bienes, presentes y futuros luego de contraído el matrimonio, otorgan las siguientes Capitulaciones Matrimoniales, las cuales llevan a cabo bajo las siguientes:-----

-----**CLÁUSULAS Y CONDICIONES**-----

---**PRIMERA:** El matrimonio que habrán de contraer los Comparecientes será administrado bajo el Régimen de absoluta y total separación de bienes presentes y futuros, administrando y disponiendo cada uno de los cónyuges de los bienes que tengan o puedan adquirir y de los frutos o mejoras que hayan producido o pudieran producir los bienes que ya tengan o que en el futuro adquieran y de los ingresos que cada cual devengue.-----

---**SEGUNDA:** Los Comparecientes estipulan que, luego de celebrado el vínculo matrimonial, ni su matrimonio, ni sus bienes presentes o futuros, estarán sujetos al Régimen de Sociedad Legal de Bienes Gananciales provisto en nuestro Código Civil, por escoger mediante el presente documento público el Régimen de Absoluta Separación de Bienes y Responsabilidades aquí expuesto.-----

---Sobre el particular, la **Primera Parte** reconoce que la **Segunda Parte** es propietario y titular exclusivo de múltiples bienes muebles. De igual manera, el señor Meléndez Menéndez tiene a su haber y es titular exclusivo de una cuenta bancaria privada.-----

NY
a/c



---Por otro lado, la **Segunda Parte** reconoce que la **Primera Parte** es propietaria y titular exclusiva de un apartamento (bien inmueble) que ubica en el Condominio Brisas, en Parque Escorial en Carolina, Puerto Rico. De igual manera, la señora González González tiene a su haber y es titular exclusiva de una cuenta bancaria privada; de un Plan de Retiro; de múltiples prendas de valor; así como de múltiples bienes muebles.-----

---**TERCERA:** Que los Comparecientes expresan que, al ser el Régimen de Absoluta Separación de Bienes y Responsabilidades aquí expuesto el que gobernará su matrimonio, todos los bienes y responsabilidades que la **Primera Parte** y la **Segunda Parte** posean antes de su matrimonio será de la exclusiva pertenencia de ellos individualmente. Todos los frutos o mejoras que produzcan dichos bienes y responsabilidades serán de la exclusiva pertenencia y obligación del respectivo dueño o responsable.-----

---Igualmente, todos los bienes o responsabilidades que en el futuro, entiéndase aquellos obtenidos después de contraído el matrimonio que los cónyuges adquieran individualmente, pertenecerán única y exclusivamente al cónyuge adquirente, sin que tenga derecho o responsabilidad de clase alguna el otro cónyuge sobre tales bienes o frutos, mejoras o rentas.-----

---**CUARTA:** Convienen los Comparecientes del presente instrumento público, que cada uno ostentará la libre administración de sus respectivos bienes propios y dispondrán de ellos sin intervención y/o limitación alguna, realizando toda clase de operaciones sin necesidad de licencia, acuerdo o consentimiento alguno, y desde ahora es también convenido y especificado que cualquiera de los cónyuges podrá ocupar toda clase de cargos,

WEM



públicos o privados, dedicándose al comercio y adquiriendo toda clase de bienes muebles o inmuebles, derechos reales o personales, y transfiriéndolos, traspasándolos, permutándolos o gravándolos, con los pactos y condiciones y para los fines y propósitos y por las causas y conceptos que determinen y dispongan, sin limitación alguna y sin necesidad de intervención, conocimiento o consentimiento de su futuro cónyuge, estando dichos bienes situados en el Estado Libre Asociado de Puerto Rico o en cualquier parte del mundo.-----

—QUINTA: Los Comparecientes estipulan que la **Primera Parte** tendrá los mismos derechos respecto a sus propios bienes que la **Segunda Parte** respecto a los suyos, siendo cada uno, respectivamente, dueño exclusivo de su trabajo y esfuerzo; de los bienes que cada cual adquiera durante el matrimonio, sea por donación, legado o herencia; de los frutos, rentas o intereses percibidos o devengados durante el matrimonio, procedente de los bienes que pertenezcan a cada cual; de los obtenidos por título oneroso durante el matrimonio a costa de los bienes o ingresos adquiridos por cada cónyuge por separado; de los bienes adquiridos por derecho de retracto; de los pertenecientes a uno solo de los cónyuges; de los provenientes de ganancias obtenidas en el juego o por hallazgo; del resarcimiento por daños inferidos a la persona de cada cual o a sus respectivos bienes privativos, así como los bienes y derechos patrimoniales inherentes a la persona y no transmisibles *inter vivos*; al derecho a usufructo o de pensión perteneciente a cada cónyuge perpetuamente o de por vida, así como a los frutos, pensiones e intereses devengados durante el matrimonio y las aportaciones que cada cual haga a sistemas o

WEM



planes de retiro.-----

---Esta enumeración se hace sin limitación de cualquier otro bien patrimonial que los Comparecientes puedan adquirir por derecho propio, sin obviar observar los deberes legales y morales que la Ley les impone con ocasión del matrimonio que van a contraer, especialmente en cuanto a los deberes de alimentos y protección del uno hacia el otro, así como aquellos derechos que ambos tienen en virtud de la Constitución y Leyes del Estado Libre Asociado de Puerto Rico.-----

---SEXTA: Estipulan además los Comparecientes, que toda deuda, responsabilidad u obligación, no importa de qué tipo o naturaleza, que cada uno de ellos respectivamente tenga antes del matrimonio o contraiga después del mismo, será de exclusiva responsabilidad del que la haya contraído sin que el otro tenga ninguna obligación y/o responsabilidad sobre la misma.-----

---De igual manera, los Comparecientes establecen que cada cual responderá con su patrimonio de los atrasos o créditos de las obligaciones a que estuviesen afectos los bienes propios; de las reparaciones mayores o menores o de mera conservación; y de las mejoras a sus respectivos bienes privativos. La responsabilidad exclusiva de la **Primera Parte** y la **Segunda Parte**, respectivamente, incluye todo tipo de obligación en la que incurra, sin excluir las nacidas por virtud de Ley, los contratos y cuasi-contratos, así como de los actos y omisiones ilícitas y/o aquellas en que intervenga cualquier género de culpa o negligencia. El pago de las deudas contraídas con anterioridad al matrimonio y el de las multas y condenas que se impongan, no podrá repetirse contra los bienes del otro cónyuge, aún cuando el cónyuge deudor no tuviese capital

Worm



propio o fuera insuficiente.-----

--SÉPTIMA: Los Comparecientes serán responsables en forma independiente del pago de las contribuciones sobre la propiedad correspondiente a sus presentes y futuros bienes inmuebles que estén sujetos al pago de tal contribución, de acuerdo con las Leyes del Estado Libre Asociado de Puerto Rico. Asimismo, acuerdan que, con relación al pago de la contribución sobre ingresos, habrán de rendir una planilla conjunta o separada, según disponga la Ley, haciéndose cada uno responsable del pago de aquella porción que le corresponda a base de los ingresos generados por su patrimonio propio. Se dispone, además, que de enmendarse en el futuro este requisito de Ley, los Comparecientes se acogerán a lo dispuesto en la enmienda o a lo que entre ellos determinen sea para su mejor beneficio.-----

--OCTAVA: Los Comparecientes estipulan y reiteran que la responsabilidad de alimentar a la hija menor de edad de la Segunda Parte recaerá única y exclusivamente sobre el señor Meléndez Menéndez. La Segunda Parte será responsable de la manutención, educación, habitación y cualquier otra obligación de su hija menor de edad, sin que la Primera Parte tenga que responder por las obligaciones que se generen relacionadas a María Judith Meléndez Báez.-----

--NOVENA: Si se procreare y/o adoptase algún hijo durante el matrimonio de los contrayentes, el mismo será responsabilidad de ambos Comparecientes, tomando como norte aquellos gastos incurridos con el hogar, alimentación, crianza y educación del hijo o hijos habidos en el matrimonio próximo a contraerse.-----

My
Worm



--DÉCIMA: Los Comparecientes indican que la presente Escritura Pública sobre Capitulaciones Matrimoniales no impedirá que tanto la señora González González como el señor Meléndez Menéndez puedan adquirir bienes, tanto muebles como inmuebles, o hacer inversiones en conjunto, en sociedad o en comunidad o cualquier forma análoga, así como que celebren contratos, acuerdos, convenios, iniciativas profesionales y/o negocios entre sí.-----

--Los Comparecientes manifiestan que planifican hacer inversiones durante su matrimonio, incluyendo, aunque no limitándose, a compraventas de propiedad mueble e inmueble; a tomar préstamos; a constituir hipotecas; a otorgar arrendamientos y cualquier otro tipo de contrato, tanto de bienes muebles como inmuebles, entre otros. De igual manera, disponen que, de enmendarse la legislación vigente sobre donación entre cónyuges de modo que se permita, desde ese momento los Comparecientes estarán libres de hacerse donaciones entre sí.-----

--A su vez, los Comparecientes estipulan que en las transacciones antes mencionadas, las cuales se harán por escrito, se dispondrá el interés propietario de cada cual en dichas inversiones o adquisiciones, a base de las aportaciones de capital mediante por ciento (%) y del trabajo adjudicado a cada uno de los Comparecientes. De igual manera, habrá de indicarse en el documento del que se trate, las obligaciones que le tocarán tanto a la **Primera Parte** como a la **Segunda Parte** en la transacción o inversión conjunta efectuada, en proporción a su participación en la misma.-----

--DÉCIMOPRIMERA: Los Comparecientes podrán mantener cuentas de banco u otros activos en forma conjunta, con el único

nyy
Wen



propósito de solventar los gastos, rentas y mantenimiento en proporción a los ingresos de cada cual del hogar conyugal. Estos revisarán de cuando en cuando la manera de sufragar los mismos.-

—El mantenimiento de dicha cuenta conjunta para propósitos prácticos no deberá interpretarse como una existencia tácita de un régimen al amparo de la Sociedad Legal de Bienes Gananciales dispuesta en el Código Civil de Puerto Rico.-----

—DÉCIMOSEGUNDA: Los Comparecientes indican que podrán poseer tarjetas de crédito en conjunto o bajo el crédito de uno de ellos, pero cada cual será responsable del pago de las deudas individuales adquiridas bajo la tarjeta de crédito. El otro cónyuge no responderá por deudas de su compañero en este tipo de cuenta ni en ningún otro tipo de transacción o evento.-----

—DÉCIMOTERCERA: En caso de que, durante el matrimonio, cualquiera de las Partes Comparecientes fallezca durante la vida de su cónyuge, el cónyuge sobreviviente no tendrá derechos ni podrá hacer reclamación alguna, ni tendrá título ni intereses en cualquier parte de la propiedad o herencia del cónyuge fenecido, con excepción del derecho a Usufructo Viudal dispuesto en el Código Civil de Puerto Rico y los derechos que se transmitan mediante testamento, reteniendo cada una de las partes la libre disposición de las propiedades que poseen y pudiendo disponer de ellas por testamento en la forma que así desee.-----

—DÉCIMOCUARTA: Estas Capitulaciones Matrimoniales tendrán efecto sólo desde el momento en que se celebre el matrimonio y, desde entonces, se obligarán no sólo a los Comparecientes, sino también a sus posibles herederos, albaceas y administradores de la Sucesión de cualesquiera de los

NY
W



Comparecientes, a su estricto cumplimiento.-----

---DÉCIMOQUINTA: Asimismo, los Comparecientes convienen y acuerdan que si cualquier cláusula, providencia, párrafo o parte de este Instrumento Público resultare inoperante, nulo, ilegal o inválido, por operación de alguna ley o reglamento, tal situación no invalidará las disposiciones remanente de la presente Escritura de Capitulaciones Matrimoniales y que tal nulidad, invalidez o ineficacia estaría limitado a la cláusula, párrafo o parte que fuere así inoperante, ilegal o inválida.-----

-----ADVERTENCIAS-----

---En este acto, además de las advertencias legales inherentes al otorgamiento de todo Instrumento Público de esta naturaleza, las cuales serán mencionadas más adelante, Yo, la infrascrita Notaria Pública, advierto a las partes que la presente Escritura de Capitulaciones Matrimoniales es un contrato que tiene fuerza de ley, por ser un pacto voluntario de ellos, que puedan o no llevar a cabo a su arbitrio, y de no capitular, esto es, de no otorgarse el presente Instrumento Público, nuestro Código Civil dispone que regirá en su relación matrimonial el Régimen de Sociedad Legal de Bienes Gananciales, en el caso de contraer matrimonio sin haber capitulado. De no haber capitulado, los bienes que adquieran los cónyuges durante el matrimonio pertenecerán a dicha Sociedad Legal de Gananciales, en la cual cada uno de los cónyuges tiene derecho a la mitad de los bienes de la sociedad una vez satisfechas las deudas cuando llegue su oportuna liquidación.-----

---También advierto a los Comparecientes que todo lo que se estipule en estas Capitulaciones Matrimoniales, bajo el supuesto

Handwritten signature



del futuro matrimonio, quedará nulo y sin efecto alguno en el caso de que no se celebre y no se contraiga matrimonio entre ambos.---

—Igualmente, advierto a los Comparecientes que después de celebrarse el matrimonio, no se podrán alterar las Capitulaciones Matrimoniales otorgadas, ya se trate de bienes presentes o futuros.

De interesar modificarse las mismas, la Ley requiere que dichas modificaciones consten en Escritura Pública otorgada antes de la celebración del matrimonio ante un(a) Notario(a) Público.---

—Estas Capitulaciones Matrimoniales en nada alteran los deberes legales y morales que los cónyuges contraerán al efectuarse su matrimonio, reiterando particularmente los deberes de alimentos legales y protección que las Leyes del Estado Libre Asociado de Puerto Rico dispone a los cónyuges, sin afectar los derechos que ambos Comparecientes tienen a la luz de nuestro estado de Derecho y ordenamiento jurídico vigente.---

—De igual manera, Yo, la Notaria suscribiente, Doy Fe de hacerle a los Comparecientes las advertencias legales pertinentes en el acto del otorgamiento, específicamente las siguientes: -----

—En caso de no celebrarse el matrimonio entre los aquí Comparecientes, todo lo establecido en la presente Escritura será nulo.-----

—Los Comparecientes reconocen la conveniencia, beneficio y necesidad de que en todo negocio jurídico que amerite inscribirse en el Registro de la Propiedad del Estado Libre Asociado de Puerto Rico o ante cualquier agencia pública o entidad privada, para fines de cualquier transacción futura que les afecte a ambos comparecientes o a terceros, se acompañe copia certificada o simple, según fuese el caso, de la presente Escritura de

Capitulaciones Matrimoniales.

—Los Comparecientes reconocen que el no mantener en el futuro una estricta separación de bienes y sus frutos, a tenor con lo aquí dispuesto, podría presumirse la existencia de una Sociedad Legal de Bienes Gananciales.

—ACEPTACIÓN, LECTURA Y OTORGAMIENTO—

—Así lo dicen, aceptan y otorgan ante mí los Comparecientes, luego de haber ambos renunciado al derecho que les advertí tenían para requerir la presencia de Testigos Instrumentales.

—LEIDA esta Escritura Pública en alta voz a los otorgantes por mí, la Fedataria, se ratifican en su contenido y hallándola de conformidad, fijan las iniciales de sus nombres y apellidos al margen en todos los folios en el original de la misma y la firman conmigo, la Notario, que de cuanto más afirmo, refiero o aseguro en este Instrumento Público, DOY FE Y CERTIFICO.



Handwritten signature: *Ninasha Gonzales Gonzales*
12-19-19
Handwritten signature: *[Signature]*



In re Meléndez, William Eric,
DebtorCase No. 08-06925-GAC13
(if known)**SCHEDULE J CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)**

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)	\$	0.00
a. Are real estate taxes included? Yes _____ No _____		
b. Is property insurance included? Yes _____ No _____		
2. Utilities: a. Electricity and heating fuel	\$	0.00
b. Water and sewer	\$	0.00
c. Telephone	\$	0.00
d. Other _____	\$	0.00
3. Home maintenance (repairs and upkeep)	\$	0.00
4. Food	\$	0.00
5. Clothing	\$	0.00
6. Laundry and dry cleaning	\$	0.00
7. Medical and dental expenses	\$	0.00
8. Transportation (not including car payments)	\$	0.00
9. Recreation, clubs and entertainment, newspapers, magazines, etc.	\$	0.00
10. Charitable contributions	\$	0.00
11. Insurance (not deducted from wages or included in home mortgage payments)		
a. Homeowner's or renter's	\$	0.00
b. Life	\$	0.00
c. Health	\$	0.00
d. Auto	\$	0.00
e. Other _____	\$	0.00
12. Taxes (not deducted from wages or included in home mortgage payments) (Specify) _____	\$	0.00
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)		
a. Auto	\$	0.00
b. Other _____	\$	0.00
c. Other _____	\$	0.00
14. Alimony, maintenance, and support paid to others	\$	0.00
15. Payments for support of additional dependents not living at your home	\$	0.00
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$	0.00
17. Other _____	\$	0.00
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)	\$	0.00
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:		
Debtor has been supported entirely by spouse since April, 2008. Upon swearing in to New York Supreme Court, Debtor is expected to contribute to household expenses.		
20. STATEMENT OF MONTHLY NET INCOME		
a. Average monthly income from Line 15 of Schedule I	\$	0.00
b. Average monthly expenses from Line 18 above	\$	0.00
c. Monthly net income (a. minus b.)	\$	0.00

In re Meléndez, William Eric
DebtorCase No. 08-06925-GAC13
(if known)**DECLARATION CONCERNING DEBTORS SCHEDULES****DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR**

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 29 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date 10/15/2008

Signature: _____

Debtor

Date _____

Signature: _____

(Joint Debtor, if any)

[If joint case, both spouses must sign.]

DECLARATION AND SIGNATURE OF NONATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 119)

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h) and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required by that section.

Printed or Typed Name and Title, if any,
of Bankruptcy Petition PreparerSocial Security No.
Required by 11 U.S.C. § 119

If the bankruptcy petition preparer is not an individual, the preparer must provide the name and address of the preparer and the name and address of the principal responsible person, or partner, who signs the document.

File of preparer, principal responsible person, or partner

Address _____

X _____

Signature of Bankruptcy Petition Preparer

Date _____

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document, unless the bankruptcy petition preparer is not an individual:

Before the one person prepared this document, all other individuals who prepared or assisted in preparing this document must provide the name and address of the preparer and the name and address of the principal responsible person, or partner, who signs the document.

each person.

A bankruptcy petition preparer is liable to civil penalties under 11 U.S.C. § 119.

Violations of this rule may result in civil penalties under 11 U.S.C. § 119.

Violations of this rule may result in civil penalties under 11 U.S.C. § 119.

Violations of this rule may result in civil penalties under 11 U.S.C. § 119.

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, the _____ [the president or other officer or an authorized agent of the corporation or a member or an authorized agent of the partnership] of the _____ [corporation or partnership] named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of _____ sheets (*if known sum of pages*), and that they are true and correct to the best of my knowledge, information, and belief.

Date _____

Signature: _____

[Print or type name of individual signing on behalf of debtor.]

An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.

An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.

Penalty for making a false statement or concealing property

Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

UNITED STATES BANKRUPTCY COURT

District of Puerto Rico

In re: Meléndez, William Eric
DebtorCase No. 08-06925-GAC13
(if known)**STATEMENT OF FINANCIAL AFFAIRS**

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is None, mark the box labeled None.** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

IN

In business. A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

Insider. The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None

☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

\$144,000.00

Employment income from February 2006 to September 2007.

2. Income other than from employment or operation of business

None



State the amount of income received by the debtor other than from employment, trade, profession, operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

3 Payments to creditors~~Give a. or b.,~~ as appropriate, and:

None



a. ~~Individual joint debtor(s)~~ ~~individual consumer debts:~~ List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR

DATES OF
PAYMENTSAMOUNT
PAIDAMOUNT
STILL OWING

None



b. ~~Debtor has debts as~~ ~~not individual consumer debts:~~ List ~~each~~ ~~payment or other transfer to any creditor~~ ~~debt~~ within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,475. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR

DATES OF
PAYMENTS/
TRANSFERSAMOUNT
PAID OR
VALUE OF
TRANSFERSAMOUNT
STILL
OWING

None



c. *Debtors*: List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
--	--------------------	----------------	-----------------------

4 Suits and administrative proceedings, executions, garnishments and attachments

None



a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
K DI2008-0969	Child Support	San Juan, PR	Pending
D DI1992 - 3701	Child Support	Bayamon, PR	Closed

None



b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
--	--------------------	---

5. Repossessions, foreclosures and returns

None



List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
---	--	---

6 Assignments and receivershipsNone
☒

a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF ASSIGNEE

DATE OF
ASSIGNMENT

TERMS OF
ASSIGNMENT
OR SETTLEMENT

None
☒

b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF CUSTODIAN

NAME AND LOCATION
OF COURT
CASE TITLE & NUMBER

DATE OF
ORDER

DESCRIPTION
AND VALUE
OF PROPERTY

7 GiftsNone
☒

List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF PERSON
OR ORGANIZATION

RELATIONSHIP
TO DEBTOR,
IF ANY

DATE
OF GIFT

DESCRIPTION
AND VALUE
OF GIFT

8. LossesNone
☒

List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case or **since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION
AND VALUE OF
PROPERTY

DESCRIPTION OF CIRCUMSTANCES AND, IF
LOSS WAS COVERED IN WHOLE OR IN PART
BY INSURANCE, GIVE PARTICULARS

DATE
OF LOSS

9. Payments related to debt counseling or bankruptcy

None



List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
------------------------------	---	--

10 Other transfers

None



a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
---	------	--

None



b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
----------------------------------	---------------------------	---

11. Closed financial accounts

None



List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
------------------------------------	--	--

12. Safe deposit boxesNone
☒

List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
--	---	-------------------------------	---

13 SetoffsNone
☒

List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
------------------------------	-------------------	---------------------

14 Property held for another personNone
☒

List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
------------------------------	--------------------------------------	----------------------

15. Prior address of debtorNone
☒

If debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
---------	-----------	--------------------

16 Spouses and Former Spouses

None

☐

If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

Ninoshka González

17 Environmental Information

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law.

None

☒

a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
--------------------------	--	-------------------	----------------------

None

☒

b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
--------------------------	--	-------------------	----------------------

None

☒

c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
--	---------------	--------------------------

18 . Nature, location and name of business

None

☐

a. *If the debtor is an individual*, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing

executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within ~~six~~ years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within ~~six~~ years immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within ~~six~~ years immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within ~~six~~ years immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Critical Chain Consulting, Inc.	7616	Guaynabo, PR	Information Tech. Consulting	1/2004 - 4/2005.

None ☒ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
------	---------

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within ~~six~~ years immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

An individual joint debtor shall complete this portion of this statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within these six years shall not direct to this signature page.

19. Books, records and financial statements

None ☒ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
------------------	-------------------------

None ☒ b. List all firms or individuals who within **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED
------	---------	-------------------------

None
☒

c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME

ADDRESS

None
☒

d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS

DATE ISSUED

20 InventoriesNone
☒

a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT
OF INVENTORY
(Specify cost, market or other
basis)

None
☒

b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

DATE OF INVENTORY

NAME AND ADDRESSES
OF CUSTODIAN
OF INVENTORY RECORDS

21 . Current Partners, Officers, Directors and ShareholdersNone
☒

a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

None
☒

b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE
OF STOCK OWNERSHIP

22 . Former partners, officers, directors and shareholdersNone
☒

a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
------	---------	--------------------

None
☒

b. If the debtor is a corporation, list all officers or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
------------------	-------	---------------------

23 Withdrawals from a partnership or distributions by a corporationNone
☒

If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
---	-----------------------------------	--

24 Tax Consolidation Group.None
☒

If the debtor is a corporation, list the name and federal taxpayer-identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER-IDENTIFICATION NUMBER (EIN)
----------------------------	--------------------------------------

25. Pension Funds.None
☒

If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND	TAXPAYER-IDENTIFICATION NUMBER (EIN)
----------------------	--------------------------------------

* * * * *

[If completed by individual individual]

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date

23 NOV 08

Signature
of Debtor

[Handwritten signature]

Date

Signature of
Joint Debtor
(if any)

[If completed by partnership or corporation]

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date

2

Signature

Print Name and
Title

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

0 continuation sheets attached

Penalty for false statement: fine of up to \$

or imprisonment for up to 5 yrs, or both U.S.C. § 802

1

DECLARATION AND SIGNATURE OF NONATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required by that section.

Printed or Typed Name and Title, if any, of Bankruptcy Petition Preparer

Social-Security No. (Required by 11 U.S.C. § 110.)

If the bankruptcy petition preparer is not an individual, the name, address, and Social Security number of the responsible person, or partner, must be signed by the document.

Signature of preparer, principal

Address

Signature of Bankruptcy Petition Preparer

Date

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person

*Bankruptcy petition preparer's failure to
fines or imprisonment or both U.S.C. § 802*

cooperate provisions of the law

the Federal Rules of Bankruptcy Procedure

as required in

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

IN RE: **William Eric Meléndez**

CASE NO. 08-06925-GAC13

CHAPTER 13

DEBTOR(S)

CHAPTER 13 PAYMENT PLAN

NOTICE: • The following plan contains provisions which may significantly affect your rights. When confirmed, the plan will bind the debtor and each creditor to its terms. Objections must be filed in writing, filed with the Court and served upon the debtor(s), debtors' counsel, the trustee and any other entity designated by the Court, at the 341 meeting of creditors or not less than twenty (20) days prior to the scheduled confirmation hearing. • For post confirmation Plan Modifications, objections must be filed and notified in the same manner within forty (40) days from its notification. • A proof of claim must be filed by or on behalf of each creditor, including secured creditors, in order for the creditor to be eligible to be paid by the trustee. The Trustee will pay the allowed claims, as filed, provided for in the plan unless disallowed or expressly modified by the terms of this plan, or by subsequent Court order. If no claim is filed the trustee will not pay a creditor provided in the plan unless ordered by the Court. See the notice of commencement of case for 341 meeting date and claims bar date, the latter is the date by which a proof of claim must be filed in order to participate of the plan distribution. •

1. Future earnings of the Debtor(s) are submitted to the supervision and control of the Trustee. The Debtor(s) shall make payments to the Trustee ☒ directly ☐ by payroll deductions as hereinafter provided in the PAYMENT PLAN SCHEDULED.
2. The Trustee shall distribute the funds so received as hereinafter provided in the DISBURSEMENT SCHEDULE SEQUENCE.
- ☐ 3. The Confirmation Order will not vest property of the Estate on Debtor(s) until the Order discharging Debtor(s) is entered.

PLAN DATED: November 25, 2008

☐ **AMENDED PLAN DATED:** _____

☒ **PRE** ☐ **POST-CONFIRMATION**

FILED BY ☐ **DEBTOR** ☐ **TRUSTEE** ☐ **UNSECURED CREDITOR**

I. PAYMENT PLAN SCHEDULE

\$	334	x	60	=	20,040
\$		x		=	0
\$		x		=	0
\$		x		=	0
\$		x		=	0
\$		x		=	0
\$		x		=	0
TOTAL =				60	\$ 20,040

Additional Payments:

\$ _____ to be paid as a LUMP SUM
within _____ with proceeds to come from

☐ Sale of property identified as follows:

☐ Other: _____

Periodic Payments to be made other than and in addition to the above.

\$ _____ x _____ = \$ 0

To be made: _____

PLAN BASE: \$ 20,040

II. ATTORNEY'S FEES

(Treated as § 507 Priorities)

I. To be paid before any other creditor and concurrently with the Trustee's fee unless otherwise provided.

- a. Outstanding balance as per Rule 2016(b) Fee Disclosure Statement: \$ 2,000
- b. Additional Fees: \$
- c. Adjusted Balance \$ 2,000

III. DISBURSEMENT SCHEDULE SEQUENCE

A. SECURED CLAIMS:

☐ Debtor represents that there are no secured claims.

☐ Creditors having secured claims will retain their liens and shall be paid as follows:

[1] ADEQUATE PROTECTION PAYMENT CR _____ \$ _____

[2] Trustee pays secured ARREARS:

Cr. _____	Cr. _____	Cr. _____
Acct. _____	Acct. _____	Acct. _____
\$ _____	\$ _____	\$ _____

[3] Trustee pays IN FULL Secured Claim(s):

Cr. _____	Cr. _____	Cr. _____
Acct. _____	Acct. _____	Acct. _____

[4] Trustee pays VALUE OF COLLATERAL:

Cr. _____	Cr. _____	Cr. _____
Acct. _____	Acct. _____	Acct. _____
\$ _____	\$ _____	\$ _____

☐ Secured creditor(s) interest will be insured and insurance policy pay through plan:

Cr.: _____	Ins.Co.: _____	Premium: \$ _____
Cr.: _____	Ins.Co.: _____	Premium: \$ _____

(Please indicate in "Other Provisions" the comprised insurance coverage period.)

☐ Debtor SURRENDERS COLLATERAL TO Lien Holder:

☐ Debtor Otherwise will maintain regular payments directly to:

B. PRIORITIES. The Trustee shall pay priorities in accordance with the law.

[5] [11 U.S.C. § 507 and § 1322 (a)(2)] Child Support \$16,000.00

C. UNSECURED PREFERRED: Plan ☐ Classifies ☒ Does not Classify Claims.

[6] Class **A**: ☐ Co-debtor Claims / ☐ Paid 100% ☐ "Pay Ahead":

[7] Class **B**: ☐ Other Class:

<input type="checkbox"/> Cr. _____	<input type="checkbox"/> Cr. _____	<input type="checkbox"/> Cr. _____
Acct. _____	Acct. _____	Acct. _____
\$ _____	\$ _____	\$ _____

D. GEN. UNSECURED NOT PREFERRED will receive PRO-RATA disbursements. ☒

OTHER PROVISIONS:

Attorney fees to be paid first. General unsecured to receive pro rata payments from remaining funds.

Signed: _____

DEBTOR

William Eric Meléndez

JOINT DEBTOR

ATTORNEY FOR DEBTOR:

Luis E. Miñana & Asoc.

Phone: (787) 758-1999